



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904

MEETING DATE: August 18, 1993

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904, authorize the City Manager to execute the Agreement, appropriate the necessary funds from the Street Development Impact Mitigation Fee Fund and authorize the Finance Director to make the necessary refunds for engineering and inspection fees.

BACKGROUND INFORMATION: Lodi Municipal Code Section 16.24.040 provides for reimbursement to developers for the cost of street improvements in excess of 68 feet in width. The reimbursement is to include right-of-way costs.

The right-of-way credit on Elm Street for the subject subdivision was inadvertently omitted from the original Improvement Agreement between the City and the developer and the reimbursement for street improvements on Elm Street was incomplete.

In addition, the developer is not required to pay engineering or inspection fees for the portion of the street improvements to be funded by the City. These costs are usually deducted from the portion of the Cost Estimate for Improvement Security (Schedule A) on which the engineering and inspection fees are based. Since the reimbursements were incomplete, the developer was overcharged for engineering and inspection and a portion of these fees needs to be refunded.

Staff has prepared the attached Improvement Agreement Addendum to address these items which has been signed by the developer.

The Lodi West Addendum also includes the following:

- A correction on the Billing Schedule to include a credit engineering and administration (10% of oversize cost) for oversize water mains. This item was included in the Cost Estimate for Improvement Security, but was omitted from the Billing Schedule attached to the Improvement Agreement and needs to be refunded to the developer. Sufficient funds have already been appropriated from the Water Development Impact Mitigation Fee Fund to cover this item; no additional appropriations are required.

APPROVED

THOMAS A. PETERSON
City Manager



recycled paper

Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904
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- A correction in the quantities shown on the Cost Estimate for Improvement Security and the resultant payments shown on the Billing Schedule for street improvements on Evergreen Drive to be made at the time of acceptance of the subdivision improvements. The original quantities and payments shown were too high.

Staff recommends Council approve this Agreement addendum.

FUNDING: \$19,144.30 Street Development Impact Fee Fund
\$ 58.50 Engineering Fees
\$ 97.50 Inspection Fees



Jack L. Ronsko
Public Works Director

Prepared by Sharon A. Welch, Associate Civil Engineer

JLR/SAW/lm

Attachment

cc: City Attorney
Robert Batch
Baumbach - Piazza
Farmers & Merchants Bank

IMPROVEMENT AGREEMENT ADDENDUM

Lodi West, Unit No. 1

Tract No. 1904

THIS AGREEMENT, entered into as of this _____ day of _____, 1993, between the CITY OF LODI, hereinafter referred to as "City", and Robert Batch, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the parties have entered into an Improvement Agreement, dated June 2, 1993, which Agreement covers the responsibilities of city and of Developer for the development of Lodi West, Unit No. 1, Tract No. 1904; and

WHEREAS, the City is responsible for reimbursing Developer for the following items from the indicated funds:

1. Excess street width, including right of way, on Elm Street from the Street Development Impact Mitigation Fund;
2. Half the street improvements on the portion of Evergreen Drive which fronts the Westgate Basin/Park parcel from the Storm Drain Development Impact Mitigation Fund (88%) and the Parks and Recreation Development Impact Mitigation Fund (12%);
3. The difference in cost between the 10-inch water main to be constructed in Evergreen Drive and an 8-inch diameter main, including 10% of the cost for engineering and administration from the Water Development Impact Mitigation Fund; and

WHEREAS, the Developer is not required to pay engineering fees on the cost of improvements to be reimbursed by the City; and

WHEREAS, the Developer has dedicated excess right of way on Elm Street for which reimbursement was not included in the Improvement Agreement; and

WHEREAS, the reimbursement for the street improvements on Elm Street included in the Improvement Agreement was incomplete;

WHEREAS, the reimbursement for engineering and and administration fees for oversize water mains was not included in the Improvement Agreement; and

WHEREAS, the quantities shown on the Cost Estimate for Improvement Security and the resultant payments shown on the Billing Schedule for street improvements on Evergreen Drive to be made at the time of acceptance of the subdivision improvements were too high;

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That this document, including the attached Cost Estimate for Improvement Security and Billing Schedule, is considered an addendum to the original Improvement Agreement between the two parties;

2. That the attached amended Cost Estimate for Improvement Security and Billing Schedule replace the original documents submitted with the original Improvement Agreement between the two parties;
3. That the City will reimburse Developer \$7,000.00 for the excess right of way on Elm Street;
4. That the City will reimburse Developer \$3,144.30 (\$5,149.38 - \$2,005.08) for unreimbursed street improvements on Elm Street;
5. That the City will refund \$58.50 in Engineering Fees (\$10,842.50 - \$10,784.00) and \$97.50 in Inspection Fees (\$12,237.50 - \$12,140.00);
6. That the City will reimburse Developer \$596.50 for unreimbursed engineering and administration fees for oversize water mains; and
7. That the estimated quantities and payments for the frontage improvements along Westgate Basin/Park are as shown on the attached Cost Estimate for Improvement Security and Billing Schedule.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

DEVELOPER(S):

Date

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Thomas A. Peterson, City Manager

Date

ATTEST:

By: _____
Jennifer M. Perrin, City Clerk

Date

APPROVED AS TO FORM:

Bob McNatt, City Attorney

BILLING SCHEDULE

Development: Lodi West, Unit No. 1
Developer: Robert Batch
Engineer: Baumbach & Piazza
Date: Amended 7/6/93

Gross Acreage: 12.92
No. of Units: 53

					DEVELOPER COST	CREDITS
ENGINEERING						
Engineering Fee	(4.5% of \$50,000)				\$ 2,250.00	
	(2.5% of \$200,000)				5,000.00	
	(1.5% of \$235,600)				3,534.00	
Inspection Fee	(2.5% of \$485,600)				12,140.00	
Engineering Fee Paid (7 sheets @ \$750/sheet)						\$ 5,250.00
ENGINEERING SUBTOTAL					\$ 22,924.00	\$ 5,250.00
STREET SYSTEM						
Fees:						
Development Impact Mitigation Fee - Streets	12.92	AC @ \$	5,440.00		\$70,284.80	
Credits:						
Elm Street Improvements per Item B of attached Cost Estimate for Improvement Security						\$ 5,149.38
Excess Right of Way on Elm Street (0.07 ac)						7,000.00
Charges for work by City Forces:						
Seal Coat	120,507	SF @ \$	0.02		\$2,410.14	
Street Name Sign	4	EA @ \$	125.00		500.00	
Regulatory & Warning Signs: Large (R1)	4	EA @ \$	95.00		380.00	
Regulatory & Warning Signs: Small (R26)	1	EA @ \$	70.00		70.00	
Centerline and Lane Line Striping (\$150 min.)						
Double Centerline	215	LF @ \$	0.18		38.70	
8" Solid White	65	LF @ \$	0.11		7.15	
12" Solid White	170	LF @ \$	0.16		27.20	
Single Including Skip	1000	LF @ \$	0.09		90.00	
Centerline and Lane Line Striping Removal						
Double Centerline	65	LF @ \$	1.15		74.75	
4" Traffic Stripe	120	LF @ \$	0.58		69.60	
Pavement Markers: (\$40 min.)						
Laneline or Fire Hydrant	56	EA @ \$	8.00		448.00	
Pavement Marker Removal	64	EA @ \$	0.50		32.00	
Remove Bollards	22	EA @ \$	1.25		27.50	
Legends (Stop, Left Turn, Speed Limit)	1	EA @ \$	50.00		50.00	
	6	EA @ \$	35.00		210.00	
STREET SYSTEM SUBTOTAL					\$74,719.84	\$12,149.38

				DEVELOPER COST	CREDITS
<u>SEWER SYSTEM</u>					
Fees:					
Sanitary Sewer Lift Station Reimbursement per Agreement No. 86S02	11.07	AC @ \$	805.00	\$8,911.35	
Development Impact Mitigation Fee - Sewer	12.92	AC @ \$	1,060.00	\$13,695.20	
SEWER SYSTEM SUBTOTAL				\$22,606.55	\$0.00
<u>WATER SYSTEM</u>					
Fees:					
Water Reimbursement per Agreement No. 83W01	165	LF @ \$	30.17	\$4,978.05	
Development Impact Mitigation Fee - Water	12.92	AC @ \$	5,690.00	73,514.80	
Credits:					
Oversize Mains and Valves per Schedule B of attached Cost Estimate for Improvement Security					\$6,561.50
WATER SYSTEM SUBTOTAL				\$78,492.85	\$6,561.50
<u>STORM DRAIN SYSTEM</u>					
Fees:					
Development Impact Mitigation Fee - Storm Drainage (Fees to be applied toward Westgate Basin/Park purchase agreement dated 1/6/93)	12.92	AC @ \$	7,630.00	\$98,579.60	\$98,579.60
Payments:					
Payments for the master storm drain lines (\$29,146.70) and for frontage improvements along Westgate Basin/Park (\$46,552.38) will be paid at the time of acceptance of the subdivision improvements (LMC 15.64.080(A)(3)).					
STORM DRAIN SYSTEM SUBTOTAL				\$98,579.60	\$98,579.60
<u>ELECTRICAL SYSTEM</u>					
To be billed separately by Electric Utility Department					
TOTAL AMOUNT OF BILLING SCHEDULE				\$297,322.84	\$122,540.48
NET AMOUNT TO BE PAID BY DEVELOPER TO CITY PRIOR TO PROJECT APPROVAL				\$174,782.36	

				DEVELOPER COST	CREDITS
<u>DEFERRED DEVELOPMENT IMPACT MITIGATION FEES</u>					
Police Protection Facilities	12.92	AC @	\$1,130.00	\$14,599.60	
Fire Protection Facilities	12.92	AC @	\$540.00	\$8,976.80	
Parks & Recreation Facilities	12.92	AC @	\$11,830.00	\$152,843.60	• \$152,843.60
(Credits to be applied toward Westgate Basin/Park purchase agreement dated 1/6/93)					
General City Facilities	12.92	AC @	\$6,830.00	\$88,243.60	
				<hr/>	
TOTAL AMOUNT OF DEFERRED FEES TO BE PAID BY DEVELOPER PRIOR TO PROJECT ACCEPTANCE OR 1 YEAR WHICHEVER OCCURS FIRST				\$262,663.60	\$152,843.60

- Payments for the frontage improvements along Westgate Basin/Park (\$6,348.05) will be paid at the time of acceptance of the subdivision improvements (LMC 15.64.080(A)(3)).

SCHEDULE A

City of Lodi
Publics Works Department

**AMENDED COST ESTIMATE
FOR
IMPROVEMENT SECURITY**

Development:	Lodi West, Unit No. 1	Acres:	12.92
Developer:	Robert Batch	Date:	7/6/93
Engineer:	Baumbach & Piazza		

A. COST OF PROJECT IMPROVEMENT

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
<u>Street System</u>					
1	Lot Grading	53	LOTS	\$260.00	\$13,780.00
2	Roadway Excavation	13,123	CY	1.75	22,965.25
3	Compact Original Ground (0.50')	85,498	SF	0.05	4,274.90
4	Compact Original Ground (0.67')	33,970	SF	0.06	2,038.20
5	Compact Native Material (0.50')	85,498	SF	0.10	8,549.80
6	Aggregate Base, Class II (0.65')	31,638	SF	0.40	12,655.20
7	Aggregate Base, Class II (0.80')	25,628	SF	0.55	14,095.40
8	Aggregate Base, Class II (0.90')	59,870	SF	0.60	35,922.00
9	Asphalt Concrete, Type B (0.17')	2,332	SF	0.35	816.20
10	Asphalt Concrete, Type B (0.20')	31,638	SF	0.40	12,655.20
11	Asphalt Concrete, Type B (0.33')	85,498	SF	0.65	55,573.70
12	Rolled Curb, Gutter, & Sidewalk	4,018	LF	13.00	52,234.00
13	Vertical Curb, Gutter & Sidewalk	444	LF	14.00	6,216.00
14	Concrete Subgrade Compaction	38,717	SF	0.20	7,743.40
15	Survey Monument	5.5	EA	160.00	880.00
16	Dead End Barricade with Swing Gate	1	EA	400.00	400.00
17	Dead End Barricade (Standard Plan 139)	2	EA	375.00	750.00
18	Street Sign Posts	5	EA	110.00	550.00
19	Asphalt Concrete Walkway	3,310	LF	1.25	4,137.50
20	Vertical Curb & Gutter	661	LF	7.50	4,957.50
21	Street Lights	15	EA	1,500.00	22,500.00
				Subtotal	\$283,694.25
<u>Storm Drain System</u>					
1	12" Storm Drain Pipe	501	LF	\$15.50	\$7,765.50
2	18" Storm Drain Pipe	943	LF	23.00	21,689.00
3	24" Storm Drain Pipe	140	LF	26.00	3,640.00
4	48" Storm Drain Manhole	3	EA	1,100.00	3,300.00
5	Side Inlet Catch Basin	11	EA	500.00	5,500.00
6	Drop Inlet Catch Basin w/Concrete Apron	2	EA	650.00	1,300.00
7	Remove Existing Drop Inlet Catch Basin	1	EA	800.00	800.00
8	24" Riser	3	EA	800.00	2,400.00
				Subtotal	\$46,394.50
<u>Sanitary Sewer System</u>					
1	8" Sanitary Sewer Pipe	1,471	LF	\$20.50	\$30,155.50
2	Standard Sanitary Sewer Manhole	4	EA	2,000.00	8,000.00
3	Drop Sanitary Sewer Manhole	2	EA	2,500.00	5,000.00
4	Sanitary Service with Cleanout	56	EA	350.00	19,600.00
5	Sanitary Sewer Riser	1	EA	2,300.00	2,300.00
				Subtotal	\$65,055.50

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
<u>Water System</u>					
1	8" Water Pipe	2,165	LF	13.00	28,145.00
2	10" Water Pipe (8" price)	641	LF	13.00	8,333.00
3	8" Water Valve	10	EA	450.00	4,500.00
4	10" Water Valve (8" price)	5	EA	450.00	2,250.00
5	Fire Hydrant Assembly	5.5	EA	1,600.00	8,800.00
6	Blowoff	4	EA	500.00	2,000.00
7	1" Water Service w/Meter Box	56	EA	350.00	19,600.00
8	8" Fire Service	1	EA	2,100.00	2,100.00
Subtotal					\$75,728.00

TOTAL COST OF PROJECT IMPROVEMENTS **\$470,872.25**

Construction Engineering & Staking @ 3% ± **\$14,127.75**

As-built Plans & Certifications **\$600.00**

TOTAL COST FOR ENGINEERING FEE CALCULATION **\$485,600.00**

B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY SUBDIVIDER/DEVELOPER

<u>Street System (Elm Street)</u>					
1	Roadway Excavation	107	CY	\$1.75	\$187.25
2	Compact Original Ground (0.50')	3,210	SF	0.05	160.50
3	Compact Native Material (0.50')	3,210	SF	0.10	321.00
4	Aggregate Base, Class II (0.90')	3,210	SF	0.60	1,926.00
5	Asphalt Concrete, Type B (0.33')	3,210	SF	0.65	2,086.50
Subtotal					\$4,681.25
10% Engineering & Administration					468.13
TOTAL					\$5,149.38
<u>Storm Drain System (Master Storm Drain Lines)</u>					
1	30" Storm Drain Pipe	389	LF	\$32.00	\$12,448.00
2	36" Storm Drain Pipe	289	LF	41.00	11,849.00
3	48" Storm Drain Manhole	2	EA	1,100.00	2,200.00
Subtotal					\$26,497.00
10% Engineering & Administration					2,649.70
TOTAL					\$29,146.70
<u>Water System (Oversize Portion)</u>					
1	10" Water Pipe	983	LF	\$5.00	\$4,915.00
2	10" Valves	7	EA	150.00	1,050.00
Subtotal					\$5,965.00
10% Engineering & Administration					596.50
TOTAL					\$6,561.50

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
<u>Westgate Basin/Park Frontage Improvements (Evergreen Drive)</u>					
1	Roadway Excavation	1365	CY	\$1.75	\$2,388.75
2	Compact Original Ground (0.50')	13,972	SF	0.05	698.60
3	Compact Native Material (0.50')	13,972	SF	0.10	1,397.20
4	Aggregate Base, Class II (0.80')	13,972	SF	0.55	7,684.60
5	Asphalt Concrete, Type B (0.33')	13,972	SF	0.65	9,081.80
6	Vertical Curb, Gutter & Sidewalk	669	LF	14.00	9,366.00
7	Concrete Subgrade Compaction	5,243	SF	0.20	1,048.60
8	Survey Monument	2.50	EA	160.00	400.00
9	Commercial Driveway	30	LF	14.00	420.00
10	Street Lights	2	EA	1,500.00	3,000.00
11	8" Sanitary Sewer Pipe	249	LF	20.50	5,104.50
12	Standard Sanitary Sewer Manhole	1	EA	2,000.00	2,000.00
13	12" Storm Drain Pipe	48	LF	15.50	744.00
14	Side Inlet Catch Basin	2	EA	500.00	1,000.00
15	10" Water Pipe (8" price)	342	LF	13.00	4,446.00
16	10" Valves (8" price)	2	EA	450.00	900.00
17	Fire Hydrant Assembly	0.50	EA	1,600.00	800.00
Subtotal					\$48,091.30
10% Engineering & Administration					4,809.13
TOTAL					\$52,900.43
Storm Drain System 88%					\$46,552.38
Parks & Recreation 12%					\$6,348.05

TOTAL COST OF CITY-FUNDED FACILITIES \$93,758.01

C. DEFERRED DEVELOPMENT IMPACT MITIGATION FEES

1. Police Protection Facilities	12.92 ac. @ \$ 1,130.00/acre	<u>\$14,599.60</u>
2. Fire Protection Facilities	12.92 ac. @ \$ 540.00/acre	<u>\$6,976.80</u>
3. Parks & Recreation Facilities (Fees applied to Westgate Basin/Park purchase agreement dated 1/6/93)		
4. General City Facilities	12.92 ac. @ \$ 6,830.00/acre	<u>\$88,243.60</u>
TOTAL DEFERRED FEES		<u>\$109,820.00</u>

TOTAL IMPROVEMENT SECURITY AMOUNTS:

Faithful Performance: 100% of A, B & C	<u>\$689,178.01</u>
Labor & Materials: 50% of A & B	<u>\$289,679.00</u>

CITY COUNCIL

PHILLIP A. PENNINO, Mayor
JACK A. SIEGLOCK
Mayor Pro Tempore
RAY G. DAVENPORT
STEPHEN J. MANN
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
FAX (209) 333-6795

August 11, 1993

THOMAS A. PETERSON
City Manager
JENNIFER M. PERRIN
City Clerk
BOB McNATT
City Attorney

SUBJECT: Improvement Agreement Addendum for Lodi West, Unit No. 1,
Tract No. 1904

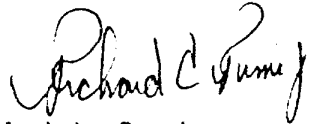
Enclosed is a copy of background information on an item that is on the City Council agenda of Wednesday, August 18, 1993, at 7:00 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Sharon Welch at (209) 333-6706.


for Jack L. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk ✓

LCOUNC02/TXTW.02M



MEMORANDUM, City of Lodi, Public Works Department

To: City Council
From: Public Works Director
Date: August 20, 1993
Subject: Transmittal of Information Requested by City Council at Its August 18, 1993 Meeting

The following items are included or attached per City Council's request:

1. Copy of purchase agreement between the City of Lodi and Robert Batch
This agreement includes the provisions for the use of the dirt at Westgate Park and outlines the responsibilities of the seller, Robert Batch, and the buyer, the City of Lodi.
2. Documentation on Underground Fuel Storage Tank Removal contract at 125 North Stockton Street
Enclosed is a copy of the final contract payment form showing the unit prices and the total work accomplished. Also attached is a copy of the signed contract agreement which outlines the bid unit prices and shows the additional items of work which may have to be included as part of contract payment if contaminated soil is found.
3. Signed Hale Park Improvements Contract Change Order No. 6
The change order included in the Council packet was not signed and the Council wanted to see a signed change order.
4. No-parking zone on Kettleman Lane fronting Flame Liquors and the City's Municipal Service Center
The staff recommendation for no parking fronting the Municipal Service Center and west of Flame Liquors is shown on the attached sheet. The staff recommendation provided for a 22-foot parking zone west of Flame Liquors' driveway. Also attached is a copy of Council minutes showing that Council extended the 22-foot parking area to 42 feet for the purpose of providing for additional on-street parking and/or truck parking.
5. Improvement Agreement Addendum for Lodi West Unit No. 1 **CC-90!**
As requested by Council, staff has confirmed that the figures in both the Agreement and the Council Communication are correct.

If you have any questions concerning any of this material, please contact me.


Jack L. Ronsko
Public Works Director

attachments: Robert Batch Agreement (9)
Underground Fuel Storage Tank (5)
Hale Park Improvements (1)
Kettleman Lane No-Parking Zone (3)

cc: City Manager
City Clerk

AGREEMENT

THIS AGREEMENT, entered into this 6th day of January, 1993, by and between ROBERT BATCH, hereinafter "Seller", and the CITY OF LODI, a municipal corporation, hereinafter "Buyer" or "City".

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel of land, more particularly described below, constituting fifteen and ninety-nine one-hundredths (15.99) acres more or less, which the City desires to acquire for purposes of a storm drainage basin; and

WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein contained, it is mutually agreed that:

City of Lodi
P.O. Box 3006
Lodi CA 95241-1910

93025394

RECORDER'S OFFICE
JAMES M. JOHNSTONE

93 MAR -2 AM 8:00

RECORDED AT REQUEST OF
City of Lodi
EXEMPT FROM FEE

recording info
AGREEMENT

THIS AGREEMENT, entered into this 6th day of January, 1993, by and between ROBERT BATCH, hereinafter "Seller", and the CITY OF LODI, a municipal corporation, hereinafter "Buyer" or "City".

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel of land, more particularly described below, constituting fifteen and ninety-nine one-hundredths (15.99) acres more or less, which the City desires to acquire for purposes of a storm drainage basin; and

WHEREAS, said land is a portion of a larger parcel constituting one hundred and one-tenth (100.1) acres owned by Seller which he intends to develop within the City; and

WHEREAS, in order to provide storm drainage for (among other properties) the balance of Seller's land at this location, it is necessary that City acquire such parcel; and

WHEREAS, the most practical way to compensate Seller may be by a combination of cash, credits, and future reimbursements as other properties, which will pay storm drainage fees, develop;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Seller agrees to sell and Buyer to purchase that certain parcel of land more particularly described below.

In consideration of the mutual covenants, terms and conditions herein

A. Grantor shall deliver to City a grant deed for that certain real property in the County of San Joaquin, State of California, as shown on Exhibit A attached hereto, more particularly described as follows:

The TRUE POINT OF BEGINNING being S 89° 29' 40" E, 137.50 feet distant from the Southwest corner of the Northwest quarter of Section 3, T. 3N., R. 6 E., M.D.B. & M., as filed for record May 17, 1984, "Lodi Park West, Unit No. 3, in Book of Maps and Plats, Volume 26, Page 137, San Joaquin County Records and also on the centerline of Applewood Drive; thence continuing S 89° 29' 40" E, 1082.08 feet to the centerline of Evergreen Drive; thence S 06° 24' 42" E, 81.46 feet to the beginning of a curve; thence along a tangent curve to the right having a radius of 750 feet, a central angle of 09° 35' 18" and arc length of 125.51 feet; thence S 03° 10' 36" W, 248.62 feet to the beginning of a curve; thence along a tangent curve to the left having a radius of 1000 feet, a central angle of 05° 10' 36" and arc length of 90.35 feet; thence S 02° 00' 00" E, 149.01 feet; thence S 88° 00' 00" W, 30.00 feet; thence N 89° 29' 40" W, 812.78 feet; thence N 48° 38' 40" W, 126.00 feet; thence N 00° 02' 00" W, 288.00 feet; thence S 89° 58' 00" W, 147.50 feet; thence N 00° 02' 00" W, 326.00 feet to the POINT OF BEGINNING.

Containing 15.99 acres more or less.

2. The sales price shall be One Hundred Fifteen Thousand Dollars (\$115,000) per acre for a total of One Million Eight Hundred and Thirty Eight Thousand Eight Hundred and Fifty Dollars (\$1,838,850), which shall be payable as follows:

(A) Seller shall receive Ten Thousand Dollars (\$10,000) in cash at the time the deed is recorded by City.

- (B) Seller shall receive credit for any and all storm drainage fees due and payable on the eighty-four and eleven one-hundredths (84.11) acre remainder of the entire parcel owned by Seller payable at the storm drainage fee rate in effect at the time of development.
- (C) Seller shall also receive credit for park fees due and payable on the first eighteen and twenty one-hundredths (18.20) acres on the remainder parcel owned by Seller based on the portion of the upland basin property to be used as a park at the Parks and Recreation fee rate in effect at the time of development.
- (D) Insofar as such cash payment and credits for storm drainage and parks and recreation fees described above do not cover the purchase price to be paid by Buyer, Seller will be reimbursed the balance from storm drainage fees paid by other properties at such time as said properties develop. It is understood that payment of such storm drainage fees by other properties shall be the sole source of revenue for reimbursement of the balance due seller, and such reimbursement shall not be payable until funds are actually received by City.
3. (A) Seller shall be entitled to interest on the balance owed him in an amount equal to the annual percentage change of the Engineering News Record (ENR) 20 Cities Construction Cost Index. The balance due shall be calculated in January of each year beginning January 1994 by the following formula: (ENR January 1 of current year divided by ENR January 1 of prior year) X (balance due January 1 of the prior year less credits and payments made during the previous year). City shall provide a summary of balance credits, payments and adjustments to Seller each year.
- (B) Until paid in full, Seller shall be entitled to not less than forty percent (40%) of all available net drainage fee revenues received by the City during any year for reimbursement purposes commencing on the effective date of this agreement. Seller

acknowledges that City presently has other reimbursement agreements in place which shall have priority for repayment from such fees.

4. Seller, pursuant to plans approved in advance by City, shall at his own expense be responsible for preparation of plans and excavation of the drainage basin to City's specifications. Such excavation shall include:

- (A) Stripping and stockpiling of the top fifteen (15) inches of soil for use in the surface of the basin;
- (B) Over-excavation of basin by nine (9) inches;
- (C) Ripping the bottom of the basin to a depth of two (2) feet in one direction only;
- (D) The placement and rolling of the topsoil stockpiled; Seller will not be required to provide additional topsoil in the event the fifteen (15) inches stockpiled does not provide nine (9) inches of fill due to natural losses and/or compaction. Any soil in excess of the above nine (9) inches required for backfill may be disposed of by the Seller in any fashion he desires.
- (E) Provision by Seller of adequate sprinklers or other dust control methods during excavation of such basin;
- (F) Installation of temporary fencing during construction.

Seller may delegate this duty to an agent or a third party mutually agreed upon by the City. All other soil excavated may be retained, sold or disposed of by Seller. During such excavation, Seller or his designated agents shall provide proof of liability coverage, naming the City of Lodi as additional named insured in an amount of One Million Dollars (\$1,000,000).

5. Title to the property demised hereunder shall pass free of any liens or encumbrances except current taxes due, if any. Seller shall obtain

and provide to Buyer at the time title passes, a release of any and all liens, mortgages, or encumbrances on the portion of his property conveyed to the City under this agreement. Title insurance, documentary stamps, and escrow fees (if any) shall be the responsibility of Buyer. Title to the demised premises shall pass on execution of this agreement.

6. The rights to any reimbursements hereunder are deemed personal to Seller and shall not run with the land on the remainder of Seller's property, except the fee credits described in Section 2 above.
7. Excavation of the basin by Seller shall be accomplished prior to the acceptance by City of the first unit of any subdivision of the remainder parcel or not more than one year after execution of this agreement, whichever comes first.
8. City shall be responsible for installation of and all costs associated with the following items:
 - a) Six-foot (6') permanent chain link fence and mow strip;
 - b) Drainage system in the bottom of basin;
 - c) Basin turf and landscaping; and
 - d) Portion of street construction within the basin parcel and fifty percent (50%) of the street lights, water, sewer and storm lines fronting the basin parcel in accordance with applicable City ordinances;
 - e) All other on-site improvements.

City agrees to diligently pursue the completion of the basin/park including turbing and irrigation on a schedule compatible with Seller's development plans, taking into account the availability of funds for such projects.

9. It is agreed that time is of the essence. This agreement may be recorded and shall enure to the benefit of the heirs, successors, or assigns of Seller. In connection therewith, notice may be mailed to Seller at:

Robert R. Batch
1819 South Cherokee Lane, Unit #67
Lodi, CA 95240

In the event a reimbursement due hereunder is unclaimed for two (2) years from the date of mailing, it shall revert to the City. It shall be Seller's responsibility to notify City of any change of address.

10. It is understood between the parties hereto that this sale/purchase agreement is executed under threat of eminent domain for the City's acquisition of land for a storm drainage basin. Had the parties hereto been unable to reach a mutually-agreeable resolution, the City Attorney was prepared to recommend to the City Council that a Resolution of Necessity to acquire said parcel by condemnation, be adopted by the City Council of the City of Lodi.
11. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.
12. In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then, the prevailing party in any suit to enforce this Agreement or restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

93025394

BUYER

SELLER

CITY OF LODI, a municipal
corporationThomas A. PetersonTHOMAS A. PETERSON
City ManagerRobert R. Batch

ROBERT R. BATCH

ATTEST:

APPROVED AS TO FORM:

Alice M. ReimckeALICE M. REIMCKE
City ClerkBob McNattBOB MCNATT
City Attorney(2)
AGREBASN/TXTA.01V

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5183

State of California
County of San JoaquinOn 2/25/93 before me, Sharon Blauus Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared Thomas A. Peterson & Alice M. Reimcke
NAME(S) OF SIGNER(S)☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are
subscribed to the within instrument and ac-
knowledged to me that ~~he/she~~ they executed
the same in ~~his/her~~ their authorized
capacity(ies), and that by ~~his/her~~ their
signature(s) on the instrument the person(s),
or the entity upon behalf of which the
person(s) acted, executed the instrument.OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNERThough statute does not require the Notary to
fill in the data below, doing so may prove
invaluable to persons relying on the document.☐ INDIVIDUAL
☒ Municipal CORPORATE OFFICER(S)TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

City of Lodi

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.TITLE OR TYPE OF DOCUMENT AgreementNUMBER OF PAGES 7+Ex. A DATE OF DOCUMENT 1/6/93SIGNER(S) OTHER THAN NAMED ABOVE Robert R. Batch

93025394

EXHIBIT A



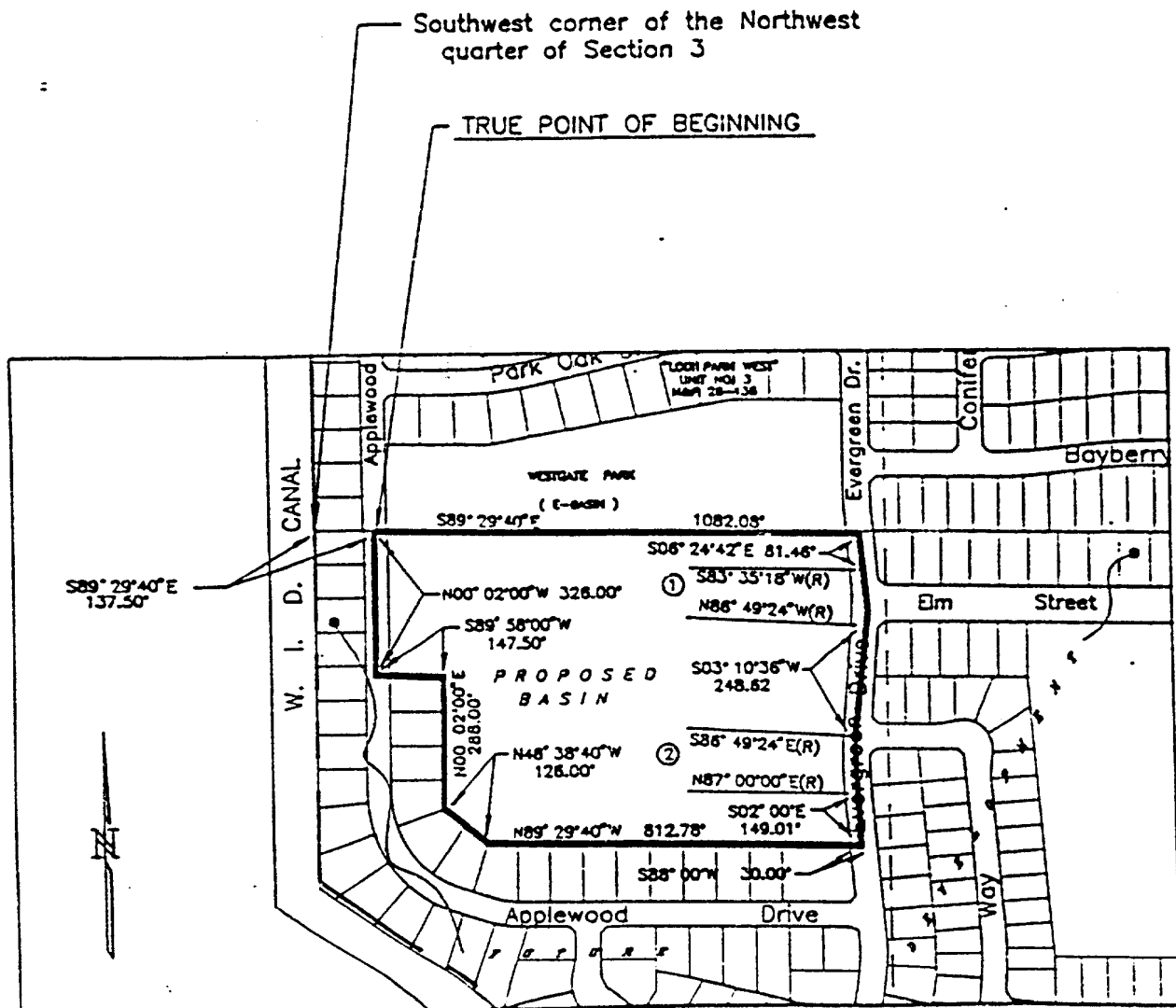
CITY OF LODI

PUBLIC WORKS DEPARTMENT

GRANT DEED

187 N. Lower Sacramento Rd.

029-030-33

CURVE DATA

① $R = 750'$
 $\Delta = 9^\circ 35' 18''$
 $L = 125.51'$
 $T = 62.90'$

② $R = 1000'$
 $\Delta = 5^\circ 10' 36''$
 $L = 90.35'$
 $T = 45.21'$



CITY OF LODI
PUBLIC WORKS DEPARTMENT

CONTRACT PAYMENT

PROJECT UNDERGROUND FUEL STORAGE TANK REMOVAL
125 North Stockton Street

ESTIMATE NUMBER 2

CONTRACTOR James C. Bateman Petroleum Services
DBA SEMCO
431 West Hatch Road
Modesto, CA 95351

ACCOUNT NUMBERS

A 121.0-760.09
B
C 17.1-400.05
D 18.1-450.07
E Split accounts as indicated

ITEM	TOTAL WORK CONE TO DATE	UNITS	ITEM	ACCT	UNIT PRICE	AMOUNT
1.	100	7	LS Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle			
			Slab, Asphalt Paving	IA HS	3,325 71	3325 71
2.	90	0	GAL Fuel and Rinsate Disposal/ Hazardous Waste Manifest	IA	1 95	175 50
3.	100	70	LS Disposal of Fuel Tank and Tank Tracking	IA	200 00	200 100
4.	5	0	EA Soils Test (Est.)	IA	250 00	1250 00
5.			LS Soils Report		Included	
6.	100	70	LS Permit (Closure of Underground Tank)	IA	234 00	234 100
7.	4	0	HR Health Inspector (Fees/Rate) (Est.)	IA	78 00	312 100
8.	14	22	TON Import Borrow	IA	25 72	1151 74
9.	14	22	TON Compaction of Backfilled Import Borrow	IA	36 95	2372 193
10.	20	0	TON Asphalt Concrete Paving	IA	214 71	4294 20
11.			LS Excavation Safety		Included	
			ADDITIONAL ITEMS OF WORK			
A.			CY Additional Excavation (as required to remove contaminated soil)	IA HS	25 00	
B.	28	5	CY Handling and Disposal of Contaminated Soil	IA	115 00	2277 50
C.			HR Crew Standby Charge for Sampling Soil (for samples in excess of 5 samples)	IA	150 00	
2 WORK COMPLETED:			TOTAL VALUE OF WORK DONE TO DATE			
100			LESS 10 PER CENT RETENTION			
			TOTAL DUE TO DATE			
			LESS PREVIOUS PAYMENTS			
			MADE BY <u>WMM</u> (DAYS @ \$ /DAY) LESS LIQUIDATED DAMAGES			
			CHECKED BY			
			CONTRACT PRICE 50,793.91			
			BALANCE DUE ON THIS ESTIMATE 6778 195			
			APPROVED FOR PAYMENT OF \$ 6778.00 BY <u>WMM</u> DATE <u>6-15-93</u>			

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the City of Lodi, State of California, herein referred to as the "City," and James C. Bateman Petroleum Services, Inc., DBA SEMCO, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bonds
Plans

The January 1988 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to remove one 2,000 gallon single-wall steel underground fuel storage tank, piping, concrete dispenser island, dispenser, vehicle slabs and adjacent asphalt concrete paving. The work shall also include all permits, inspection fees, draining, cleaning and purging of fuel lines and tank, disposal and tracking of tank, soil tests and report of test results, all excavation, backfill, import borrow, compaction and grading to return the site to its original condition and other incidental and related work, all as shown on the plans and specifications for the project.

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
1.	Removal of Fuel Tank, Piping, Pump Island, Equipment Vehicle Slab, Asphalt Paving	LS		\$3,325.71	\$3,325.71
2.	Fuel and Rinsate Disposal/Hazardous Waste Manifest	GAL	100	\$ 1.95	\$ 195.00
3.	Disposal of Fuel Tracking	Tank and Tank LS		\$ 200.00	\$ 200.00
4.	Soils Test (Est.)	EA	6	\$ 250.00	\$1,500.00
5.	Soils Report	LS		\$Included	\$Included

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY.	UNIT PRICE	TOTAL PRICE
6.	Permit (Closure of Underground Tank)	LS		\$ 234.00	\$ 234.00
7.	Health Inspector (Fees/Rate) (Est.)	HR	4	\$ 78.00	\$ 312.00
8.	Import Borrow	TON	30	\$ 25.72	\$ 771.60
9.	Compaction of Backfilled Import Borrow	TON	30	\$ 36.95	\$1,108.50
10.	Asphalt Concrete Paving	TON	10	\$ 214.71	\$2,147.10
11.	Excavation Safety	LS		\$Included	\$Included
TOTAL BASE BID					\$9,793.91

ADDITIONAL ITEMS OF WORK

A.	Additional Excavation (as required to remove contaminated soil)	CY	1	\$ 25.00	\$ 25.00
B.	Handling and Disposal of Contaminated Soil	CY	1	\$ 115.00	\$ 115.00
C.	Crew Standby Charge for Sampling Soil (for samples in excess of 6 samples)	HR	1	\$ 150.00	\$ 150.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS, additional time will be allotted for permit process/tests/plan review.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By:

Grillo Pennino
Mayor

Date:

1/28/93

Attest:

Jennifer M. Pennino
City Clerk

By: Richard C. Hamilton
VICE PRESIDENT
Title

(CORPORATE SEAL)

CWO

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 6

Sheet 1 of 1
Date August 10, 1993
Account No. 45.7-760.60

PROJECT: HALE PARK IMPROVEMENTS, 208 East Locust St.

CONTRACTOR: BRCO Constructors

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid. Specify whether additional work is at contract price, agreed price, or force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Remove existing sprinkler system and
provide additional topsoil.

Agreed upon price \$1,386.00

		PERCENT OF CONTRACT
Original Contract Price	\$ 458,000.00	
Total Cost of This Change Order NOT TO EXCEED	\$ 1,386.00	0.3 %
Previous Change Orders	\$ 79,413.25	
Total Cost of All Change Orders to Date	\$ 80,799.25	15.0 %
Contract Price, including all Change Orders, will be:	\$ 538,799.25	

Time of completion will be adjusted as follows: no adjustment to working days

Submitted by H. Fujitani Date 8-10-93
 Approval Recommended Richard W. Smith Date 8-11-93
 Approved, Public Works Director Richard W. Smith Date 8-24-93
 Approved, City Manager (if over larger of \$5,000 or 10% each CCO or \$25,000 total CCOs) _____ Date _____

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 8/24/93 Contractor BRCO Const., Inc.
 By R. Smith Title President

If the Contractor does not sign acceptance of this order, the Contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.

CCOHALE6/TXTW.02M



CITY OF LODI

PUBLIC WORKS DEPARTMENT

KETTLEMAN LANE
ACCESS TO MSC/ANIMAL SHELTER
"NO PARKING" ZONE

KETTLEMAN LANE (STATE HIGHWAY 12)

W.I.D. CANAL

189'

72'

PROPOSED "NO PARKING" ZONES

151'

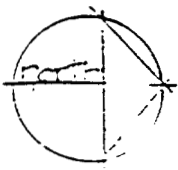
22'

MUNICIPAL
SERVICE
CENTER

ANIMAL
SHELTER

FLAME
LIQUOR

HAM LANE



- b) Approved the inclusion of the excess widening on Highway 12 and the signal relocation at Highway 12 and Lower Sacramento Road as impact fee funded projects.

The motion carried by the following vote:

Ayes: Council Members - Pennino, Sieglock, and Pinkerton (Mayor)

Absent: Council Members - Hinchman

Abstain: Council Members - Snider

"NO PARKING" ZONE 1345 WEST KETTLEMAN LANE (STATE HIGHWAY 12), AT ACCESS TO THE MUNICIPAL SERVICE CENTER/ANIMAL SHELTER

RESOLUTION NO. 91-233

CC-48(e)
CC-300

The City Council was advised that the Engineering Division has received a request for the installation of a "no parking" zone on Kettleman Lane adjacent to the driveway access to the MSC and Animal Shelter. Trucks and other vehicles parking on Kettleman Lane adjacent to this driveway make it difficult for drivers to see approaching vehicles while exiting onto Kettleman Lane. Exiting is especially difficult for drivers of large trucks laden with equipment or towing supplies such as power poles.

Engineering staff has surveyed this location to determine truck parking and parking demand. The results of the survey indicate that, on several occasions, staff has observed trucks and other vehicles parking adjacent to this driveway. Overall parking demands in the area appear to be minimal. Available accident records, from 1988 to the present, indicate that there have been no accidents at this location.

In order to provide adequate sight distance for vehicles exiting from this driveway, staff recommended that Council approve the installation of 157 feet of "no parking" east of the driveway and 72 feet west of the driveway. The entire length of this "no parking" zone lies in front of City owned property.

Caltrans approval is required for this "no parking" zone after City Council approval.

Following discussion, on motion of Council Member Snider, Pinkerton second, the City Council adopted Resolution No. 91-233 approving the installation of a "No Parking" zone on the north side of Kettleman Lane adjacent to the driveway

inued December 18, 1991

089

↑ access to the Municipal Service Center (MSC) and Animal Shelter. Forty-two feet of parking area will be provided immediately west of the Flame Liquor westerly Kettleman Lane driveway. ↑

IC WORKS LOCAL AREA NETWORK
PHASE CONCEPT APPROVED

RESOLUTION NO. 91-235

2(d)
:00

The City Council was reminded that as part of the 1991/92 operating budget, the City Council approved the purchase of a microcomputer local area network for the Public Works Department. This purchase was a major part of the previously approved switch from a minicomputer-based, limited use, drafting system to a more flexible, less expensive microcomputer-based system. This switch was approved by the Council in March 1991.

The budget request for the network was for \$49,000. In light of budget restrictions, it was decided to phase the work; thus \$30,000 was approved in the budget with the following funding:

\$7,500	Sewer Fund
\$7,500	Water Fund
\$7,500	Gas Tax
\$7,500	Equipment Fund

Now that we have completed the drafting switch to microcomputers, the need for the local area network to share drawings and the plotter is more critical than ever. In our budget request we assumed we would go to bid for a complete turn-key package. However, through our research and preparatory training we have concluded that the City would be better served by purchasing the various system components separately and setting up the network ourselves. We would still obtain price quotes on the components from various vendors. We will save resale markup and installation costs. We will also be able to select and purchase the components on our schedule rather than specifying and purchasing everything in one lump sum. We propose to make limited use (not to exceed \$2,000) of a local consultant to help select some of the hardware and assist in the initial set up.

In this way, our staff will have a much better knowledge of the system and will be able to add users and make system changes without an expensive on-going support contract. Thus we will save money in the long run as well as in the short term.

The components of the system will cost less than \$5,000 apiece, so our normal informal purchasing procedures can be

CITY OF LODI
SPECIAL ALLOCATION REQUEST

TO: FINANCE DIRECTOR
CITY MANAGER

DATE: September 24, 1993

FROM: CITY CLERK

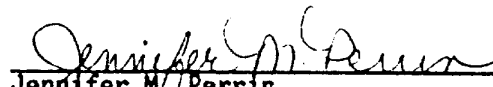
ACCOUNT NUMBER: 121.0-500.86

Request is made for funds to accomplish the following project which was not included in the current budget.

Description of Project	Estimated Cost
Elm Street Improvements - Lodi West #1	\$ 10,145

This is needed to cover the cost of the excess right of way on Elm Street and also the street improvements on Elm Street.

This appropriation was approved by the City Council at its meeting of August 18, 1993.


Jennifer M. Perrin
City Clerk

(If you need more space, use additional sheet and attach to this form.)

Date of Approval _____ Amount Approved _____

Council _____ City Manager _____

FUND OR ACCOUNT TO BE CHARGED

Current Budget \$ _____ Prior Year Reserve \$ _____

Contingent Fund \$ _____ General Fund Surplus \$ _____

Capital Outlay Reserve \$ _____ Reimbursable Account \$ _____

Utility Outlay Reserve \$ _____ Other: (Specify) _____

60.4 \$ 10,145
Account Number

Dixon Flynn, Finance Director

Thomas A. Peterson, City Manager

Submit this form in duplicate to the Finance Director. Distribution after approval will be as follows: 1) Originating Department 2) Finance Department

SAELMST/TXTW.02M



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904

MEETING DATE: August 18, 1993

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904, authorize the City Manager to execute the Agreement, appropriate the necessary funds from the Street Development Impact Mitigation Fee Fund and authorize the Finance Director to make the necessary refunds for engineering and inspection fees.

BACKGROUND INFORMATION: Lodi Municipal Code Section 16.24.040 provides for reimbursement to developers for the cost of street improvements in excess of 68 feet in width. The reimbursement is to include right-of-way costs.

The right-of-way credit on Elm Street for the subject subdivision was inadvertently omitted from the original Improvement Agreement between the City and the developer and the reimbursement for street improvements on Elm Street was incomplete.

In addition, the developer is not required to pay engineering or inspection fees for the portion of the street improvements to be funded by the City. These costs are usually deducted from the portion of the Cost Estimate for Improvement Security (Schedule A) on which the engineering and inspection fees are based. Since the reimbursements were incomplete, the developer was overcharged for engineering and inspection and a portion of these fees needs to be refunded.

Staff has prepared the attached Improvement Agreement Addendum to address these items which has been signed by the developer.

The Lodi West Addendum also includes the following:

- A correction on the Billing Schedule to include a credit engineering and administration (10% of oversize cost) for oversize water mains. This item was included in the Cost Estimate for Improvement Security, but was omitted from the Billing Schedule attached to the Improvement Agreement and needs to be refunded to the developer. Sufficient funds have already been appropriated from the Water Development Impact Mitigation Fee Fund to cover this item; no additional appropriations are required.

APPROVED

THOMAS A. PETERSON
City Manager



recycled paper

Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904
August 18, 1993
Page 2

- A correction in the quantities shown on the Cost Estimate for Improvement Security and the resultant payments shown on the Billing Schedule for street improvements on Evergreen Drive to be made at the time of acceptance of the subdivision improvements. The original quantities and payments shown were too high.

Staff recommends Council approve this Agreement addendum.

FUNDING: \$10,144.30 Street Development Impact Fee Fund
\$ 58.50 Engineering Fees
\$ 97.50 Inspection Fees



Jack L. Ronsko
Public Works Director

Prepared by Sharon A. Welch, Associate Civil Engineer

JLR/SAW/lm

Attachment

cc: City Attorney
Robert Batch
Baumbach - Piazza
Farmers & Merchants Bank

AUG 18 '93

CC-90

CITY OF LODI
SPECIAL ALLOCATION REQUEST

#43

JUL 06 93

TO: FINANCE DIRECTOR
CITY MANAGER

DATE:

September 24, 1993
City Manager's Office

FROM: CITY CLERK

ACCOUNT NUMBER: 121.0-500.86 - 526

Request is made for funds to accomplish the following project which was not included in the current budget.

Description of Project	Estimated Cost
<u>Elm Street Improvements - Lodi West #1</u>	<u>\$ 10,145</u>

This is needed to cover the cost of the excess right of way on Elm Street and also the street improvements on Elm Street.

This appropriation was approved by the City Council at its meeting of August 18, 1993.

Jennifer M. Perrin
Jennifer M. Perrin
City Clerk

(If you need more space, use additional sheet and attach to this form.)

Date of Approval 10/8/93 Amount Approved \$ 10,145.00
Council _____ City Manager X

FUND OR ACCOUNT TO BE CHARGED

Current Budget	\$ _____	Prior Year Reserve	\$ _____
Contingent Fund	\$ _____	General Fund Surplus	\$ _____
Capital Outlay Reserve	\$ _____	Reimbursable Account	\$ _____
Utility Outlay Reserve	\$ _____	Other: (Specify)	
		60.4	\$ 10,145
		Account Number	

Dixon Flynn, Finance Director

Thomas A. Peterson, City Manager

Submit this form in duplicate to the Finance Director. Distribution after approval will be as follows: 1) Originating Department 2) Finance Department

SAELMST/TXTW.02M



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904

MEETING DATE: August 18, 1993

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904, authorize the City Manager to execute the Agreement, appropriate the necessary funds from the Street Development Impact Mitigation Fee Fund and authorize the Finance Director to make the necessary refunds for engineering and inspection fees.

BACKGROUND INFORMATION: Lodi Municipal Code Section 16.24.040 provides for reimbursement to developers for the cost of street improvements in excess of 68 feet in width. The reimbursement is to include right-of-way costs.

The right-of-way credit on Elm Street for the subject subdivision was inadvertently omitted from the original Improvement Agreement between the City and the developer and the reimbursement for street improvements on Elm Street was incomplete.

In addition, the developer is not required to pay engineering or inspection fees for the portion of the street improvements to be funded by the City. These costs are usually deducted from the portion of the Cost Estimate for Improvement Security (Schedule A) on which the engineering and inspection fees are based. Since the reimbursements were incomplete, the developer was overcharged for engineering and inspection and a portion of these fees needs to be refunded.

Staff has prepared the attached Improvement Agreement Addendum to address these items which has been signed by the developer.

The Lodi West Addendum also includes the following:

- A correction on the Billing Schedule to include a credit engineering and administration (10% of oversize cost) for oversize water mains. This item was included in the Cost Estimate for Improvement Security, but was omitted from the Billing Schedule attached to the Improvement Agreement and needs to be refunded to the developer. Sufficient funds have already been appropriated from the Water Development Impact Mitigation Fee Fund to cover this item; no additional appropriations are required.

APPROVED: _____

THOMAS A. PETERSON
City Manager



recycled paper

Improvement Agreement Addendum for Lodi West, Unit No. 1, Tract No. 1904
August 18, 1993
Page 2

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